There seems to be no case directly in point with the above decision, but a fair analogy may, however, be deducible from the trade mark cases, wherein it is held, that a trade mark or trade name by which a business has been established, is property and will be protected. *Lee v. Haley,* 21 Law Times Rep. (N. S.) 547. The ground on which courts of equity afford relief in this class of cases is the injury to the party aggrieved, and the imposition upon the public by causing them to believe that the goods of one man or firm are the production of another, and the intention, therefore, would seem to be an immaterial consideration. *Holmes, Booth & Hayden v. Holmes, Booth & Atwood Co.,* 37 Conn. 278. So under the police power of the State, which includes the right to regulate the enjoyment of property, and also all matters of personal property within the State, this right may be protected. *Western Union Tel. v. Pendleton,* 95 Ind. 12. But where an act was passed prohibiting the use of the national flag or emblem for commercial purposes or as an advertising medium, and imposing a penalty for its violation, it was held that such an act did not intend to promote the welfare, safety or comfort of society, and therefore was not a proper exercise of police power. *Ruhstrat v. People,* 185 Ill. 133.

CONSTITUTIONAL LAW—RIGHT TO EARN LIVELIHOOD—CONFLICT WITH FOURTEENTH AMENDMENT.—STATE V. GANTZ, 50 SOUTHERN 524 (LA.).—*Held,* that the law which requires certain persons to employ a master electrician and which exempts and relieves certain other persons from the necessity of employing him is discriminative and repugnant to the fundamental law which requires that all persons shall be protected in their right of property, including their right to earn a livelihood.

The right to earn a livelihood is secured by the Fourteenth Amendment, and is subject only to constitutional regulation and to the police power of the State Legislature. *Live Stock, etc., Asso. v. Crescent City, etc., Co.;* 1 Woods (U. S.) 21; *Powell v. Penn,* 127 U. S. 678. Hence, laws promotive of public interests placing restrictions and regulations upon persons engaged in certain kinds of business or in certain occupations or trades are valid if by their operation they can prevent fraud and protect the public health, comfort, safety and morals. *People v. Rosenberg,* 67 Hun. (N. Y.) 52; *Budd v. New York,* 143 U. S. 517. In making such regulations some discrimination may be necessary, and that alone will not amount to a denial of the equal protection of the laws. *State v. Broadbelt,* 89 Md. 565. But if the discrimination is unjust, arbitrary and without reasonable grounds the law is unconstitutional. *Marx v. People,* 99 N. Y. 377; *State v. Mahner,* 43 La. Ann. 496. Likewise the State in the exercise of its police power may require that all persons pursuing certain occupations shall have certain qualifications. *Singer v. State,* 72 Md. 464. But the law cannot allow some to engage in a certain occupation and prohibit others of like qualification from so doing. *Gardner v. State,* 58 Ohio St. 599. If the right to carry on a certain business depends upon the consent of a public official or body of officials, that consent must be determined upon consideration of the fitness of

the applicant, and not upon the mere arbitrary will of the official. *Yick Wo v. Hopkins,* 118 U. S. 356.

CONTRACTS—PARTIES LIABLE.—ROGINSKY V. FREUDENTHAL, 119 N. Y. SUPP. 409.—*Held,* that where a mortgagor conveyed the premises to a third person, and contemporaneously with the conveyance the mortgagor and the third person entered into an agreement under seal, which did not show that the conveyance was made to the third person for the mortgagee, or that the third person, in executing the contract, was acting as attorney in fact for the mortgagee, the mortgagor could not sue the mortgagee on the agreement, nor could the mortgagee sue the mortgagor thereon. Scott and Ingraham, J. J. *dissenting.*

Where a contract is made under seal, it is the general rule that no one but a party to the agreement is liable to be sued thereon. *Huntington v. Knox,* 7 Cush. 374. But he may sue in equity provided his right in equity is not based upon the effect of the contract at law. *Cocks v. Varney,* 45 N. J. E. 72. But to this rule there are some exceptions, as where the instrument would be valid without a seal, it is to be treated as mere evidence of a simple contract, though in fact it is under seal. *Stowell v. Eldred,* 39 Wis. 615. In some States, however, it is held that the doctrine permitting one to sue on a contract to which he is not a party applies as well to contracts under seal as to simple contracts. *Emmitt v. Brophy,* 42 Ohio St. 82; *McDowell v. Laev,* 35 Wis. 171. And in many cases, although one is not a party to an agreement under seal, he may sue on the implied obligations growing out of such contract. *Moore v. The Granby Mining & Smelting Co.,* 80 Mo. 86. But one is not entitled to sue thereon simply because he has ratified the contract. *New England Co. v. Rockport Granite,* 149 Mass. 381.